

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**
(Greenbelt Division)

ELMER ADEMIR GARCIA PAREDES	:	
8113 14th Avenue	:	
Apt. 2	:	
Hyattsville, Maryland 20783	:	Civil Action No.
	:	
WILSON LEONEL GARCIA PAREDES	:	
8113 14th Avenue	:	
Apt. 2	:	
Hyattsville, Maryland 20783	:	
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
GLOBAL HOME COMPANY, INC.	:	
11950 Baltimore Avenue	:	
Beltsville, Maryland 20705	:	
	:	
Serve: Resident Agent	:	
Si Chun Chen	:	
3815 Kayson Street	:	
Silver Spring, Maryland 20906	:	
	:	
Defendant.	:	

COMPLAINT

Plaintiffs, Elmer Ademir Garcia Paredes and Wilson Leonel Garcia Paredes (collectively “Plaintiffs”), by and through their attorneys, Mary Craine Lombardo, Eduardo S. Garcia and Stein Sperling Bennett De Jong Driscoll PC, hereby file their Complaint against Defendant Global Home Company, Inc. (“Defendant”), under the Maryland Wage Payment and Collection Law (“MWPCCL”) Md. Code Ann., *Labor & Empl.*, § 3-501, *et seq.*, the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.* (“FLSA”), and the Maryland Wage & Hour Law (“MWHL”), Md. Code Ann., *Lab. & Empl.* § 3-401, *et seq.*, stating as follows:

STEIN SPERLING BENNETT
DE JONG DRISCOLL PC

ATTORNEYS AT LAW
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TELEPHONE 301-340-2020

INTRODUCTION

Plaintiffs worked for Defendant as installers. Plaintiffs were paid at set daily and weekly rates regardless of how many hours they worked. They worked hours in excess of forty per week and were not paid at the overtime rate of one and a half times their regular hourly rate for all hours in excess of forty as required by Maryland and federal law. Defendant has willfully violated the clear and well-established overtime provisions of the MWPCCL, the FLSA, and the MWHL. Plaintiffs seek compensatory and statutory damages for all overtime compensation, as well as attorneys' fees and costs.

JURISDICTION & VENUE

1. This Court has subject matter jurisdiction over the causes of action alleged in this Complaint pursuant to 28 U.S.C. §§ 1331 and 1367, and 29 U.S.C. § 216.

2. Venue is proper pursuant to 28 U.S.C. § 1391.

PARTIES

3. Plaintiffs are adult residents of Maryland.

4. Defendant is a Maryland corporation.

5. At all times material herein, Defendant, in the aggregate and as a single enterprise, had annual gross volume of sales made or business done in an amount exceeding \$500,000.

6. Defendant is an "employer" within the meaning of the FLSA, the MWHL, and the MWPCCL.

7. Defendant has at least two or more employees who are engaged in commerce, handle, sell or otherwise work on goods or materials that have moved in or were produced for commerce. Defendant negotiates and purchases from producers and suppliers who operate in interstate commerce and serves customers in interstate commerce.

8. At all times relevant, Defendant constituted an “enterprise” within the meaning of 29 U.S.C. § 203(r).

FACTS

9. Plaintiffs were employed by Defendant as installers.

10. Plaintiff Elmer Ademir Garcia Paredes was employed by the Defendant from August 16, 2013 through July 15, 2016.

11. Plaintiff Elmer Ademir Garcia Paredes was paid at a weekly rate of \$700.00, which translates to a regular hourly rate of \$12.28.

12. Plaintiff Elmer Ademir Garcia Paredes worked approximately fifty-three hours per week and was never compensated at the required overtime rate of one and one half times his regular hourly rate, for those hours worked over forty hours.

13. Plaintiff Elmer Ademir Garcia Paredes is owed approximately \$11,175.44 in unpaid overtime wages.

14. Plaintiff Wilson Leonel Garcia Paredes was employed by the Defendant from June 7, 2014 through June 1, 2016.

15. Plaintiff Wilson Leonel Garcia Paredes was paid at a weekly rate of \$1,100.00, which translates to a regular hourly rate of \$20.00.

16. Plaintiff Wilson Leonel Garcia Paredes worked approximately fifty-five hours per week and was never compensated at the required overtime rate of one and one half times his regular hourly rate, for those hours worked over forty hours.

17. Plaintiff Wilson Leonel Garcia Paredes is owed approximately \$15,600.00 in unpaid overtime wages.

18. Plaintiffs are owed overtime wages that Defendant willfully failed and refused to pay to Plaintiffs in violation of Maryland and federal law.

19. By statute, Defendant is required to maintain records of the name of each employee, the rate of pay of each employee, the amount paid to each employee per pay period and the hours each employee worked each day and workweek. *See* Md. Code, *Labor and Empl.*, §3-424; 29 U.S.C. §211(c).

20. Should the employers fail to comply with their duty to record hours worked and wages paid, the court will find that no bona fide dispute existed regarding wages the employee was owed for work performed. *Marroquin v. Canales*, 505 F. Supp.2d 283 (D. MD. 2007).

21. The precise number of hours worked, and wages owed, should be revealed through discovery.

22. Defendants knowingly and intentionally violated Plaintiffs' rights under Maryland and federal law.

COUNT I
(Violation of the Maryland Wage Payment and Collection Law)

23. Plaintiffs adopt herein by reference paragraphs 1 through 22 above as if fully set forth herein.

24. The amounts owed to Plaintiffs by Defendant for unpaid overtime wages constitute "wages" under the MWPCCL. Md. Code Ann., *Labor & Empl.*, § 3-501(c).

25. Defendant was required to pay Plaintiffs compensation at the rate of one and a half times their regular hourly rates for all hours worked in excess of forty hours per week. *See* Md. Code, *Labor and Empl.*, §3-415.

26. While employed by Defendant, Plaintiffs worked overtime hours that were not properly compensated by Defendant as required by the MWPCCL.

27. Unpaid overtime wages are due and owing to Plaintiffs by Defendant.

28. Defendant's failure and refusal to comply with its obligations under the MWPCCL was not due to any bona fide dispute, and was therefore willful and not in good faith.

WHEREFORE, Plaintiffs respectfully request this Honorable Court enter judgment against Defendant, and in favor of Plaintiffs in an amount to be determined at trial, but no less than \$80,326.32 which equals three times the wages owed; and to grant to Plaintiffs their reasonable attorneys' fees and costs and such other and further relief as the Court deems just and proper.

**COUNT II
(FLSA)**

29. Plaintiffs adopt herein by reference paragraphs 1 through 22 above as if fully set forth herein.

30. Defendant was required to pay Plaintiffs compensation at the rate of one and a half times their regular hourly rates for all hours worked in excess of forty hours per week. *See* 29 U.S.C. § 207(a)(2).

31. Throughout the Employment Period, Defendant failed to compensate Plaintiffs at the rate of one and a half times their regular hourly rates for all hours worked in excess of forty hours per week.

32. Defendant's actions complained of herein constitute a willful violation of Section 207 of the FLSA.

33. Defendant's violation makes it liable to Plaintiffs for all unpaid overtime compensation, and an additional equal amount as liquidated damages.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment against Defendant, and in their favor in an amount to be determined at trial, but not less than \$53,550.88 which is two times the total overtime compensation owed, to grant Plaintiffs their

reasonable attorneys' fees and costs, and such other and further relief as the Court deems just and proper.

COUNT III
(Violation of the Maryland Wage and Hour Law)

34. Plaintiffs adopt herein by reference paragraphs 1 through 22 above as if fully set forth herein.

35. Defendant was required to pay to Plaintiffs compensation at the rate of one and a half times their regular hourly rate for all hours worked in excess of forty hours per week. *See* Md. Code, *Labor and Empl*, §3-415.

36. While employed by Defendant, Plaintiffs worked overtime hours that were not properly compensated by Defendant as required by the MWPCCL.

37. Unpaid overtime wages are due and owing to Plaintiffs by Defendant.

38. Defendant's failure and refusal to comply with its obligations under the MWPCCL was not due to any bona fide dispute, and was therefore willful and not in good faith.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment against Defendant, and in favor of Plaintiffs in an amount to be determined at trial, but not less than \$26,775.44 which is two times the total overtime wages owed and to grant to Plaintiffs their reasonable attorneys' fees and costs, and such other and further relief as the Court deems just and proper.

Respectfully submitted,

STEIN SPERLING BENNETT
DE JONG DRISCOLL PC

By: /s/ Mary Craine Lombardo
Mary Craine Lombardo (17140)

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